

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knowledge Universe Education LLC		08/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	TSAJ 1, Att. Ms. Nirmala Durgana, Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010-3629		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	3674066	ACTIVE ADVENTURES	
Registration Number:	3646848		
Registration Number:	4265043	BOOKSMARTS	
Registration Number:	2259820		
Registration Number:	4094312	CAMBRIDGE	
Registration Number:	2842138	CAMBRIDGE ACADEMY	
Registration Number:	1683354	CAMBRIDGE LEARNING CENTRE	
Registration Number:	4112452	CAMBRIDGE PRESCHOOLS	
Registration Number:	4094313	CAMBRIDGE SCHOOLS	
Registration Number:	3298089	CAMP CAMBRIDGE	
Serial Number:	86020285	CARE SELECT	
Registration Number:	3410113	CATCH THE WAVE	
Registration Number:	3444350	CCLC	
Registration Number:	3568316	C CCLC	
Registration Number:	2373235	CHAMPIONS	
Registration Number:	3728415	CHAMPIONS	
Registration Number:	4317380	CHAMPIONS	
Registration Number:	3728414	CHAMPIONS ACADEMY	
Registration Number:	3742516	CHAMPIONS EXTENDED LEARNING	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4321297	CHAMPIONS EXTENDED LEARNING
Registration Number:	3829218	
Registration Number:	3728412	CHAMPIONS SCIENCE ADVENTURES
Registration Number:	4301610	CHAMPIONS SCIENCE ADVENTURES
Registration Number:	1659140	CHILDREN'S DISCOVERY CENTERS
Registration Number:	0905288	CHILDREN'S WORLD
Registration Number:	1606796	CHILDREN'S WORLD LEARNING CENTERS
Serial Number:	86029263	COMMUNITY CARE SELECT
Registration Number:	3842738	COOKING ADVENTURES
Registration Number:	2189883	DAYBRIDGE
Registration Number:	3538983	DISCOVER LEARN TOGETHER WE INSPIRE. DREA
Registration Number:	3739628	EARLY FOUNDATIONS
Registration Number:	2650339	
Registration Number:	4051568	GUIDED DISCOVERY
Registration Number:	4025062	GUIDED DISCOVERY
Registration Number:	4498246	IT'S ALL DESIGNED FOR LEARNING
Registration Number:	3755026	
Registration Number:	3296777	KELSEY'S LEARNING ADVENTURES
Registration Number:	3296778	KELSEY'S MATH ADVENTURES
Registration Number:	3322736	KELSEY'S PHONICS ADVENTURES
Registration Number:	3296780	KELSEY'S READING ADVENTURES
Registration Number:	3322735	KELSEY'S SPANISH ADVENTURES
Registration Number:	3755375	KINDER CARE LEARN AT HOME
Registration Number:	2423742	KNOWLEDGE BEGINNINGS
Serial Number:	85555923	KNOWLEDGE FOUNDATIONS
Registration Number:	3674061	LEARNING ADVENTURES
Registration Number:	3674063	MATH ADVENTURES
Registration Number:	2243928	MERITOR
Serial Number:	77911541	MUSIC ADVENTURES
Registration Number:	4756711	NURTURE GREATNESS
Registration Number:	3010327	PARTNERS AROUND LITERACY
Registration Number:	3674062	PHONICS ADVENTURES
Registration Number:	3756350	PLAYING & LEARNING WITH MOMMY
Registration Number:	1927401	QUEST 4 FUN
Registration Number:	1929224	QUEST 4 FUN!
Registration Number:	4203511	READ. SHARE. GIVE.
Registration Number:	3674065	READING ADVENTURES
Registration Number:	3430921	SCIENCE ADVENTURES

Property Type	Number	Word Mark
Registration Number:	3674064	SPANISH ADVENTURES
Registration Number:	3539004	SUCCESS BEGINS HERE
Registration Number:	3744561	SUMMER ADVENTURES
Registration Number:	2815479	THE DO-RIGHT CREW
Registration Number:	3874580	THE GROVE SCHOOL
Registration Number:	4096561	THE GROVE SCHOOL
Registration Number:	3884068	
Registration Number:	3538980	TOGETHER WE INSPIRE
Registration Number:	3538982	TOGETHER WE INSPIRE. CONFIDENCE GROWTH C
Registration Number:	4567622	WHERE LEARNING AND FUN COME TOGETHER
Registration Number:	2892993	WHERE LIFETIME LEARNING BEGINS
Registration Number:	3574179	CHAMPIONS...GO ONE BETTER!
Registration Number:	3574178	GO ONE BETTER!
Registration Number:	3574177	CHAMPIONS
Registration Number:	1714574	EARLY IMPRESSIONS
Registration Number:	1622985	PATHWAYS
Registration Number:	1643947	PIAGET DISCOVERY SCHOOL
Registration Number:	1633500	WE CALL IT LEARNING CHILDREN CALL IT FUN

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/18/2015

Total Attachments: 12

source=08.2. First Lien Trademark Security Agreement (Knowledge Universe Education LLC)
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Knowledge Universe Education LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC-DE _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 13, 2015

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Credit Suisse AG, Cayman Islands Branch, as Collateral Agent

TSAJ 1, Att. Ms. Nirmaia Durgana

Street Address: Eleven Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010-3629

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank _____ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

75

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 13, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of August 13, 2015, is made by the Grantors (as identified below), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Knowledge Universe Education LLC, a Delaware limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of August 13, 2015 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

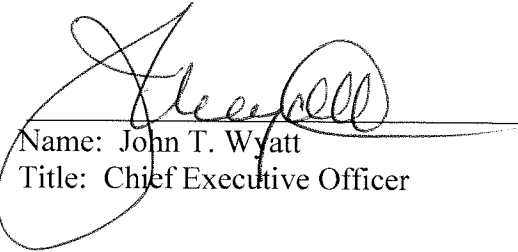
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KNOWLEDGE UNIVERSE EDUCATION LLC

By:



Name: John T. Wyatt
Title: Chief Executive Officer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: _____
Name: Mikhaïl Faybusovich
Title: Authorized Signatory

By: _____
Name: Gregory Fantoni
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
Knowledge Universe Education LLC	ACTIVE ADVENTURES	25-Aug-09	Registered	3674066
Knowledge Universe Education LLC	Bell Tower Logo (Misc Design)	30-Jun-09	Registered	3646848
Knowledge Universe Education LLC	BOOKSMARTS	25-Dec-12	Registered	4265043
Knowledge Universe Education LLC	BRANCH DESIGN	6-Jul-99	Registered	2259820
Knowledge Universe Education LLC	CAMBRIDGE & Design	31-Jan-12	Registered	4094312
Knowledge Universe Education LLC	CAMBRIDGE ACADEMY	18-May-04	Registered	2842138
Knowledge Universe Education LLC	CAMBRIDGE LEARNING CENTRE	14-Apr-92	Registered	1683354
Knowledge Universe Education LLC	CAMBRIDGE PRESCHOOLS and Design	13-Mar-12	Registered	4112452
Knowledge Universe Education LLC	CAMBRIDGE SCHOOLS and Design	31-Jan-12	Registered	4094313
Knowledge Universe Education LLC	CAMP CAMBRIDGE	25-Sep-07	Registered	3298089

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
Knowledge Universe Education LLC	CARE SELECT	25-Jul-13	Pending ITU	86020285
Knowledge Universe Education LLC	CATCH THE WAVE	8-Apr-08	Registered	3410113
Knowledge Universe Education LLC	CCLC	10-Jun-08	Registered	3444350
Knowledge Universe Education LLC	C CCLC & Design	27-Jan-09	Registered	3568316
Knowledge Universe Education LLC	CHAMPIONS	1-Aug-00	Registered	2373235
Knowledge Universe Education LLC	CHAMPIONS & DESIGN	22-Dec-09	Registered	3728415
Knowledge Universe Education LLC	CHAMPIONS & Design (2009)	9-Apr-13	Registered	4317380
Knowledge Universe Education LLC	CHAMPIONS ACADEMY AND DESIGN	22-Dec-09	Registered	3728414
Knowledge Universe Education LLC	CHAMPIONS EXTENDED LEARNING AND DESIGN	26-Jan-10	Registered	3742516
Knowledge Universe Education LLC	CHAMPIONS EXTENDED LEARNING and Design	16-Apr-13	Registered	4321297
Knowledge Universe Education LLC	Champions Kids Logo (Misc Design)	3-Aug-10	Registered	3829218
Knowledge Universe Education LLC	CHAMPIONS SCIENCE ADVENTURES AND DESIGN	22-Dec-09	Registered	3728412

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
Knowledge Universe Education LLC	CHAMPIONS SCIENCE ADVENTURES and Design	12-Mar-13	Registered	4301610
Knowledge Universe Education LLC	CHILDREN'S DISCOVERY CENTERS	1-Oct-91	Registered	1659140
Knowledge Universe Education LLC	CHILDREN'S WORLD	29-Dec-70	Registered	905288
Knowledge Universe Education LLC	CHILDREN'S WORLD LEARNING CENTERS	17-Jul-90	Registered	1606796
Knowledge Universe Education LLC	COMMUNITY CARE SELECT	5-Aug-13	Pending ITU	86029263
Knowledge Universe Education LLC	COOKING ADVENTURES	31-Aug-10	Registered	3842738
Knowledge Universe Education LLC	DAYBRIDGE	15-Sep-98	Registered	2189883
Knowledge Universe Education LLC	DISCOVER LEARN TOGETHER WE INSPIRE. DREAM CREATE SHARE (Stylized)	25-Nov-08	Cancelled	3538983
Knowledge Universe Education LLC	EARLY FOUNDATIONS	19-Jan-10	Registered	3739628
Knowledge Universe Education LLC	Geodesic Dome Logo (Misc Design)	12-Nov-02	Registered	2650339
Knowledge Universe Education LLC	GUIDED DISCOVERY	8-Nov-11	Registered	4051568

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
Knowledge Universe Education LLC	GUIDED DISCOVERY & DESIGN	13-Sep-11	Registered	4025062
Knowledge Universe Education LLC	IT'S ALL DESIGNED FOR LEARNING	18-Mar-14	Registered	4498246
Knowledge Universe Education LLC	Kelsey Bear Logo (Misc Design)	2-Mar-10	Registered	3755026
Knowledge Universe Education LLC	KELSEY'S LEARNING ADVENTURES	25-Sep-07	Registered	3296777
Knowledge Universe Education LLC	KELSEY'S MATH ADVENTURES	25-Sep-07	Registered	3296778
Knowledge Universe Education LLC	KELSEY'S PHONICS ADVENTURES	30-Oct-07	Registered	3322736
Knowledge Universe Education LLC	KELSEY'S READING ADVENTURES	25-Sep-07	Registered	3296780
Knowledge Universe Education LLC	KELSEY'S SPANISH ADVENTURES	30-Oct-07	Registered	3322735
Knowledge Universe Education LLC	KINDER CARE LEARN AT HOME AND DESIGN	2-Mar-10	Registered	3755375
Knowledge Universe Education LLC ¹	KNOWLEDGE BEGINNINGS	23-Jan-01	Registered	2423742
Knowledge Universe Education LLC	KNOWLEDGE FOUNDATIONS	29-Feb-12	Pending ITU	85555923

¹ To be assigned by Knowledge Universe LLC to Knowledge Universe Education LLC as a condition to closing under the Purchase Agreement.

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
Knowledge Universe Education LLC	LEARNING ADVENTURES	25-Aug-09	Registered	3674061
Knowledge Universe Education LLC	MATH ADVENTURES	25-Aug-09	Registered	3674063
Knowledge Universe Education LLC	MERITOR	4-May-99	Registered	2243928
Knowledge Universe Education LLC	MUSIC ADVENTURES	13-Jan-10	Pending	77911541
Knowledge Universe Education LLC	NURTUREGREATNESS	16-Jun-15	Registered	4756711
Knowledge Universe Education LLC	PARTNERS AROUND LITERACY	1-Nov-05	Registered	3010327
Knowledge Universe Education LLC	PHONICS ADVENTURES	25-Aug-09	Registered	3674062
Knowledge Universe Education LLC	PLAYING & LEARNING WITH MOMMY	2-Mar-10	Registered	3756350
Knowledge Universe Education LLC	QUEST 4 FUN	17-Oct-95	Registered	1927401
Knowledge Universe Education LLC	QUEST 4 FUN!	24-Oct-95	Registered	1929224
Knowledge Universe Education LLC	READ. SHARE. GIVE.	4-Sep-12	Registered	4203511
Knowledge Universe Education LLC	READING ADVENTURES	25-Aug-09	Registered	3674065
Knowledge Universe Education LLC	SCIENCE ADVENTURES	20-May-08	Registered	3430921
Knowledge Universe Education LLC	SPANISH ADVENTURES	25-Aug-09	Registered	3674064

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
Knowledge Universe Education LLC	SUCCESS BEGINS HERE	25-Nov-08	Registered	3539004
Knowledge Universe Education LLC	SUMMER ADVENTURES	2-Feb-10	Registered	3744561
Knowledge Universe Education LLC	THE DO-RIGHT CREW	17-Feb-04	Registered	2815479
Knowledge Universe Education LLC	THE GROVE SCHOOL	9-Nov-10	Registered	3874580
Knowledge Universe Education LLC	THE GROVE SCHOOL & DESIGN	7-Feb-12	Registered	4096561
Knowledge Universe Education LLC	The Grove School Tree Logo (Misc Design)	30-Nov-10	Registered	3884068
Knowledge Universe Education LLC	TOGETHER WE INSPIRE	25-Nov-08	Registered	3538980
Knowledge Universe Education LLC	TOGETHER WE INSPIRE. CONFIDENCE GROWTH CREATIVITY CURIOSITY (Stylized)	25-Nov-08	Cancelled	3538982
Knowledge Universe Education LLC	WHERE LEARNING AND FUN COME TOGETHER	15-Jul-14	Registered	4567622
Knowledge Universe Education LLC	WHERE LIFETIME LEARNING BEGINS	12-Oct-04	Registered	2892993
Knowledge Universe Education LLC	CHAMPIONS...G O ONE BETTER!	10-Feb-09	Registered [‡]	3574179

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration/Serial No.</u>
Knowledge Universe Education LLC	GO ONE BETTER!	10-Feb-09	Registered [‡]	3574178
Knowledge Universe Education LLC	CHAMPIONS	10-Feb-09	Registered [‡]	3574177
Knowledge Universe Education LLC	EARLY IMPRESSIONS	8-Sep-92	Registered [‡]	1714574
Knowledge Universe Education LLC	PATHWAYS	13-Nov-90	Registered [‡]	1622985
Knowledge Universe Education LLC	PIAGET DISCOVERY SCHOOL	7-May-91	Registered [‡]	1643947
Knowledge Universe Education LLC	WE CALL IT LEARNING CHILDREN CALL IT FUN	29-Jan-91	Registered [‡]	1633500

[‡] USPTO database is not current; registration has lapsed.